

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

#22

7/22/10

Appl. No. : 08/594,983 Confirmation No.: 4234
Patent No. : 5,748,740
Issue Date: May 5, 1998
Applicant(s) : Curry et al
Title : Method, Apparatus, System and Firmware for Secure Transactions
Group Art Unit : 3642
Examiner : Bernard E. Gregory
Docket No. : 20661-457

MAIL STOP PETITION
COMMISSIONER FOR PATENTS
P.O. BOX 1450
ALEXANDRIA, VA 22313-1450

July 12, 2010

CERTIFICATE OF MAILING (37 CFR §1.8)

I hereby certify, pursuant to 37 CFR §1.8, that this correspondence is being electronically transmitted via the EFS filing system or faxed to the U.S. Patent and Trademark Office or deposited with the United States Postal Service as first class mail in an envelope addressed to: Mail Stop Amendment, Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450, on the date shown below:

Dated: July 12, 2010

By: /Aimee Marth/
Aimee S. Marth

PETITION TO REVIVE U.S. PATENT NO. 5,748,740

Pursuant to 37 CFR §1.137, Maxim Integrated Products, Inc. (hereinafter, "the Assignee"), located at 120 San Gabriel Drive, Sunnyvale, CA 94086, hereby petitions to revive U.S. Patent No. 5,748,740 (hereinafter, "the '740 Patent") based on an unavoidable delay in paying a first maintenance fee due on September 5, 2001 and a second maintenance fee due on . The Assignee recently discovered that the '740 Patent had lapsed due to its failure to timely pay these maintenance fees.

Adjustment date: 08/27/2010 CKHLOK
07/13/2010 INTEFSW 00002141 00594983
01 FC:1452 -540.00 OP

08/27/2010 CKHLOK 00000005 5748740
01 FC:1599 540.00 OP

Patent No. : 5,748,740
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After having performed reasonable diligence, the Assignee believes that:

- (1) It was never notified by its outside counsel that a first maintenance fee for the '740 Patent was due;
- (2) It exclusively relied on its outside counsel to docket the maintenance fees for the '740 Patent and inform it when any such maintenance fees were approaching;
- (3) Had the Assignee knew that a maintenance fee for the '740 was due, the Assignee would have authorized its outside counsel to pay the fee.

In support of this petition, the Assignee has provided signed statements by Matthew K. Adams, Michael L. Bolan and Michael V. North.

The Assignee provides herewith the fee set forth in §1.17(l). The Commissioner is hereby authorized to charge any additional fees due to USPTO Account No. 502776. The Assignee does not believe that a terminal disclaimer is required under 37 CFR §1.137.

Please feel free to contact the Attorney, Michael North, representing the Assignee in this matter at the contact information below.

Respectfully submitted,

Date: July 12, 2010

/Michael V. North/

Michael V. North
Reg No. 46,963

NORTH WEBER & BAUGH LLP
2479 E. Bayshore Rd., Ste 707
Palo Alto, CA 94303
(650) 856-7539, ext. 30

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MAIL STOP PETITION
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July 8, 2010

**STATEMENT BY MICHAEL V. NORTH IN SUPPORT OF THE PETITION TO
REVIVE U.S. PATENT NO. 5,748,740**

I, Michael V. North, hereby state:

1. I reside at 1491 Pitman Ave., Palo Alto, CA, 94301 and have personal knowledge related to the petition to revive U.S. Patent No. 5,748,740 (hereinafter, "the '740 patent"). I am currently a partner at North Weber & Baugh LLP, an intellectual property law firm located in Palo Alto, CA.

2. North Weber & Baugh is currently responsible for docketing and payment of maintenance fees for U.S. patents owned by Maxim Integrated Products (hereinafter, "Maxim"), including those U.S. patents that were acquired in the merger with Dallas Semiconductor (hereinafter, "Dallas") on April 11, 2001.

3. Prior to March 2007, the law firm of Jenkins & Gilchrist was responsible for docketing and payment of maintenance fees for U.S. patents that had been originally filed by Dallas. The '740 patent is one of those patents that was originally filed by Dallas

and for which Jenkins & Gilchrist was responsible for docketing and paying the maintenance fees.

4. In March 2007, the law firm of Jenkins & Gilchrist disbanded. The Maxim patents (including those acquired from Dallas) being managed by Jenkins & Gilchrist were transferred to North Weber & Baugh.

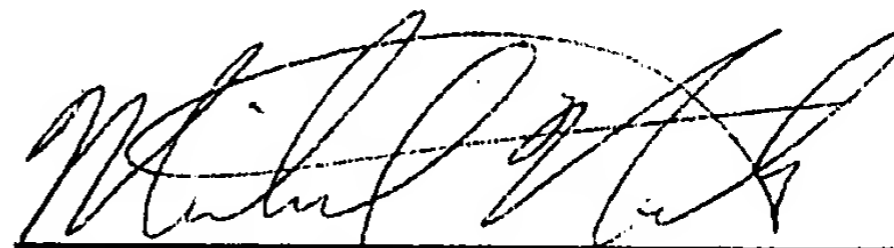
5. During a patent diligence project for Maxim, I discovered the '740 patent had expired due to a failure to pay the maintenance fees. I recognized the '740 patent as likely being within a valuable portfolio of patents, owned by Maxim, relating to secure transactions.

6. I thoroughly reviewed the '740 tri-fold in an attempt to understand why the maintenance fee had not been paid. I did not find any instruction from Jenkins & Gilchrist informing either Dallas or Maxim of a maintenance fee due or any correspondence from Dallas or Maxim instructing Jenkins & Gilchrist to not pay the fee, only the word "expired" written on the front cover of the tri-fold.

7. I have reviewed many Maxim/Dallas patent tri-folds that were transferred from Jenkins & Gilchrist to North Weber & Baugh. To the best of my recollection, these patent tri-folds, with the exception of the '740 tri-fold, had correspondence related to requests to pay patent maintenance fees and authorizations to pay maintenance fees were kept within the corresponding patent tri-fold.

8. I notified the legal department within Maxim about the expiration of the '740 patent for failure to pay the maintenance fee.

Respectfully submitted,



Michael V. North

Date: July 8, 2010

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May 26, 2010

STATEMENT BY MATTHEW K. ADAMS IN SUPPORT OF THE PETITION TO
REVIVE U.S. PATENT NO. 5,748,740

I, Matthew K. Adams, hereby state:

1. I reside at 6823 Winding Rose Trail, Dallas, Texas, 75252 and have personal knowledge related to the petition to revive U.S. Patent No. 5,748,740 (hereinafter, "the '740 patent"). I am currently employed by Maxim Integrated Products (hereinafter, "Maxim") and was employed by Dallas Semiconductor Corporation (hereinafter, "Dallas") prior to the merger of Maxim and Dallas on April 11, 2001.

2. The '740 patent was assigned to Dallas and issued on May 5, 1998. Maxim is the current owner of the '740 patent and the only party of interest.

3. A first maintenance fee for the '740 patent was due on September 5, 2001, which was not paid. The '740 is currently expired for failure to pay this first maintenance fee.

4. Dallas and Maxim had a defined patent maintenance fee payment procedure for patents originally assigned to Dallas in which the outside patent law firm, Jenkins &

Gilchrist, requested and received authorization to pay maintenance fees for these patents. This defined patent maintenance fee payment procedure required Jenkins & Gilchrist to docket patent maintenance fees and timely request authorization from Dallas (or Maxim after the merger) to pay a patent maintenance fee. After authorization was given, Jenkins & Gilchrist paid the authorized maintenance fee.

5. Dallas and Maxim relied on Jenkins & Gilchrist to properly docket and maintain the patents assigned to Dallas. Dallas and Maxim also relied on Jenkins & Gilchrist to inform it when a patent maintenance fee was coming due and request authorization to pay the fee.

6. During the period between July 1, 2000 to June 4, 2002 (hereinafter, "relevant time period"), I was a manager or director for the Microcontroller Business Unit and was responsible for receiving authorization requests for the payment of maintenance fees for patents related to this business unit. In instances where the patent related to secure products, I forwarded all authorization requests to Mr. Michael Bolan who would determine whether a maintenance fee should be paid. The '740 patent is related to secure products and I was responsible for receiving authorization requests for the maintenance fee of this patent and forwarding them to Mr. Bolan.

7. During the relevant time period, I received authorization requests for payment of maintenance fees from Jenkins & Gilchrist, the law firm identified as the correspondence address for the patents assigned to Dallas Semiconductor Corporation.

8. Upon receiving an authorization request for payment of a maintenance fee for a patent related to secure products, I forwarded the request (and sometimes other relevant information) to Mr. Michael Bolan so that he could decide whether to authorize payment of the maintenance fee. Mr. Bolan would provide me his decision and I would forward that decision to Jenkins & Gilchrist, who would then act accordingly.

9. The authorization requests from Jenkins & Gilchrist and instructions to Jenkins & Gilchrist are archived within my email account. My email correspondence with Mr. Bolan is also archived within my email account.

10. In regards to the first maintenance fee payment for the '740 patent, I have searched my email archive during the relevant time period and have not found any

authorization request from Jenkins & Gilchrist to pay this first maintenance fee. I have also not found any email communication with Mr. Bolan regarding the payment of this first maintenance fee.

11. I have no personal recollection of ever receiving an authorization request to pay the first maintenance fee for the '740 patent.

12. To the best of my knowledge after having performed reasonable diligence, I did not receive an authorization request from Jenkins & Gilchrist for payment of the first maintenance fee for the '740 patent.

13. I have reviewed the '740 patent and believe, based on the claimed invention therein, that had I received an authorization request from Jenkins & Gilchrist to pay the first maintenance fee, authorization would have been provided.

Respectfully submitted,

Date: May 26, 2010


Matthew Adams

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May __, 2010

STATEMENT BY MICHAEL L. BOLAN IN SUPPORT OF THE PETITION TO
REVIVE U.S. PATENT NO. 5,748,740

I, Michael L. Bolan, hereby state:

1. I reside at 200 Walnut Hill Ave. #23-702D, Hillsboro, Texas, 76645-9520 and have personal knowledge related to the petition to revive U.S. Patent No. 5,748,740 (hereinafter, "the '740 patent"). I was employed by Maxim Integrated Products (hereinafter, "Maxim") and was employed by Dallas Semiconductor Corporation (hereinafter, "Dallas") prior to the merger of Maxim and Dallas on April 11, 2001. Around May 2005, I left my full-time position and became a part-time consultant to Maxim.

2. The '740 patent was originally assigned to Dallas and issued on May 5, 1998. Maxim is the current owner of the '740 patent and the only party of interest.

3. A first maintenance fee for the '740 patent was due on September 5, 2001, which was not paid. The '740 is currently expired for failure to pay this first maintenance fee.

4. Dallas and Maxim had a defined patent maintenance fee payment procedure for patents originally assigned to Dallas in which the outside patent law firm, Jenkins & Gilchrist, requested and received authorization to pay maintenance fees for these patents. This defined patent maintenance fee payment procedure required Jenkins & Gilchrist to docket patent maintenance fees and timely request authorization from Dallas (or Maxim after the merger) to pay a patent maintenance fee. After authorization was given, Jenkins & Gilchrist paid the authorized maintenance fee.

5. Dallas and Maxim relied on Jenkins & Gilchrist to properly docket and maintain the patents assigned to Dallas. Dallas and Maxim also relied on Jenkins & Gilchrist to inform it when a patent maintenance fee was coming due and request authorization to pay the fee.

6. During the period between July 1, 2000 to June 4, 2002 (hereinafter, "relevant time period"), I was responsible for authorizing payment of maintenance fees for patents related to secure products that were originally assigned to Dallas. The '740 patent is related to secure products and I was responsible for authorizing payment of the maintenance fee for this patent.

7. During the relevant time period, Mr. Matthew Adams forwarded me all authorization requests for payment of patent maintenance fees, related to secure products, that he received from Jenkins & Gilchrist, the law firm identified as the correspondence address for the patents originally assigned to Dallas.

8. Upon receiving an authorization request for payment of a patent maintenance fee, I reviewed the patent and decided whether the maintenance fee should be paid. I provided my decision to Mr. Adams who would forward that decision to Jenkins & Gilchrist.

9. At some point after leaving Maxim as a fulltime employee and working as a consultant to Maxim, all of my emails on both my Maxim and Dallas accounts were entirely deleted. I do not have an archive of these emails.

10. In regards to the first maintenance fee payment for the '740 patent, I have searched as reasonably diligent as I can to find any correspondence between Jenkins &

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Gilchrist, Mr. Adams, and myself related to the '740 patent. I have found no correspondence related to the '740 patent.

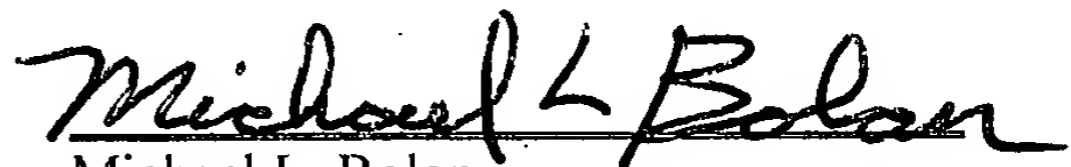
11. I have no personal recollection of ever receiving an authorization request to pay the first maintenance fee for the '740 patent.

12. To the best of my knowledge after having performed reasonable diligence, I did not receive an authorization request from Jenkins & Gilchrist for payment of the first maintenance fee for the '740 patent.

13. I have reviewed the '740 patent and believe, based on the claimed invention therein, that had I received an authorization request from Jenkins & Gilchrist to pay the first maintenance fee, authorization would have been provided.

Respectfully submitted,

Date: May 31, 2010


Michael L. Bolan